

REMARKS

Applicants respectfully request further examination and reconsideration in view of the above amendments and arguments set forth fully below. Claims 1-5, 8, 9, 12-17, 19, 23, and 50 were previously pending in the present application. Within the Office Action, Claims 1-5, 8, 9, 12-17, 19, 23, and 50 have been rejected.

Substance of Interview Summary

The Applicant thanks the Examiner for conducting an interview with the Applicant's attorney on March 22, 2011. Joseph Weatherbee (64,810) was present at the interview as counsel for the Applicant.

During the interview, the parties first discussed the Applicants' proposed amendment to Claim 1. The Applicants explained that the proposed amendments, as memorialized herein, recite only subject matter disclosed in the Applicant's priority document.

Without intending to mischaracterize the substance of the interview, Applicant is of the opinion that the Examiner agreed that the proposed amendment is adequate to obtain the benefit of the priority document: U.S. patent application ser. no. 10/313,748, now U.S. patent no. 7,346,748. Additionally, the Examiner acknowledged that the priority claim effectively removes the reference entitled: "User Agreement for PayPal Service" to PayPal. However, the Examiner indicated that further search and consideration would be required.

Priority Claim

The Applicants claim priority from U.S. patent application ser. no. 10/313,748, now U.S. patent no. 7,346,748, filed December 6, 2002, as indicated in a petition under 37 CFR §1.78(a)(3), originally filed on July 21, 2010 and granted by the Office of Petitions on October 7, 2010.

Claim Rejections under 35 U.S.C. § 112, Second Paragraph

Within the Office Action, Claims 23 and 50 were rejected under 35 U.S.C. § 112, second paragraph, for allegedly being indefinite for failing to particularly point out and distinctly claim the subject matter which the Applicants regard as their invention. Applicants amend Claims 23 and 50 herein, thereby rendering the rejections moot.

Rejection under 35 U.S.C. § 103

Within the Office Action, Claims 1-5, 8, 9, and 23 were rejected under 35 U.S.C. § 103(a) as being unpatentable over "User Agreement for PayPal Service" to PayPal (hereinafter referred to as "PayPal") in view of United States Patent Publication No.: 2002/0169874 to Batson et al. (hereinafter referred to as "Batson").

As explained above, in view of the Examiner's acceptance of the Applicant's priority claim, the subject application now enjoys a priority date of December 6, 2002. Paypal's earliest effective date is January 16, 2003, well after the priority date of December 6, 2002. Paypal therefore does not qualify as prior art to the subject Application. Additionally, Batson alone does not teach or suggest all of the Claim limitations of Claims 1-5, 8, 9, and 23, nor does the Examiner suggest that he does. Accordingly, Claims 1-5, 8, 9, and 23 are not rendered obvious by a hypothetical combination of PayPal and Batson.

Also within the Office Action, Claim 12 was rejected under 35 U.S.C. § 103(a) as being unpatentable over PayPal, in view of Batson, and further in view of United States Patent No.: 6,807,574 to Partovi (hereinafter referred to as "Partovi").

As explained above, Claims 1-5, 8, 9, and 23 are not rendered obvious by a hypothetical combination of PayPal and Batson because it does not teach or suggest all of the Claim limitations of Claims 1-5, 8, 9, and 23. Partovi does not teach the remaining claim limitations of Claims 1-5, 8, 9, and 23, nor does the Examiner suggest that he does. Claim 12 includes these limitations by reference to Claims 1 and 2. Accordingly, Claim 12 is not rendered obvious by a hypothetical combination of PayPal, Batson, and Partovi.

Also within the Office Action, Claim 13 was rejected under 35 U.S.C. § 103(a) as being unpatentable over PayPal, in view of Batson and Partovi, and further in view of United States Patent publication no.: 2002/0004772 to Templeton (hereinafter referred to as "Templeton").

As explained above, Claims 1-5, 8, 9, and 23 are not rendered obvious by a hypothetical combination of PayPal and Batson because it does not teach or suggest all of the Claim limitations of Claims 1-5, 8, 9, and 23. Templeton does not teach the remaining claim limitations of Claims 1-5, 8, 9, and 23, nor does the Examiner suggest that he does. Claim 13 includes these limitations by reference to Claims 1, 2, and 12. Accordingly, Claim 13 is not rendered obvious by a hypothetical combination of PayPal, Batson, Partovi, and Templeton.

Also within the Office Action, Claim 14 was rejected under 35 U.S.C. § 103(a) as being unpatentable over PayPal, in view of Batson and Partovi, and further in view of United States Patent No.: 7,231,657 to Honarvar (hereinafter referred to as "Honarvar").

As explained above, Claims 1-5, 8, 9, and 23 are not rendered obvious by a hypothetical combination of PayPal and Batson because it does not teach or suggest all of the Claim limitations of Claims 1-5, 8, 9, and 23. Honarvar does not teach the remaining claim limitations of Claims 1-5, 8, 9, and 23, nor does the Examiner suggest that he does. Claim 14 includes these limitations by reference

to Claims 1 and 2. Accordingly, Claim 14 is not rendered obvious by a hypothetical combination of PayPal, Batson, Partovi, and Honarvar.

Also within the Office Action, Claims 15 and 16 were rejected under 35 U.S.C. § 103(a) as being unpatentable over PayPal, in view of Batson and further in view of United States Patent publication no.: 2002/0111919 to Weller (hereinafter referred to as "Weller").

As explained above, Claims 1-5, 8, 9, and 23 are not rendered obvious by a hypothetical combination of PayPal and Batson because it does not teach or suggest all of the Claim limitations of Claims 1-5, 8, 9, and 23. Weller does not teach the remaining claim limitations of Claims 1-5, 8, 9, and 23, nor does the Examiner suggest that he does. Claims 15 and 16 includes these limitations by reference to Claims 1 and 2. Accordingly, Claims 15 and 16 are not rendered obvious by a hypothetical combination of PayPal, Batson, and Weller.

Also within the Office Action, Claim 17 was rejected under 35 U.S.C. § 103(a) as being unpatentable over PayPal, in view of Batson, Weller and further in view of United States Patent publication no.: 2001/0037451 to Bhagavatula (hereinafter referred to as "Bhagavatula").

As explained above, Claims 1-5, 8, 9, and 23 are not rendered obvious by a hypothetical combination of PayPal and Batson because it does not teach or

suggest all of the Claim limitations of Claims 1-5, 8, 9, and 23. Bhagavatula does not teach the remaining claim limitations of Claims 1-5, 8, 9, and 23, nor does the Examiner suggest that he does. Claims 15 and 16 includes these limitations by reference to Claims 1, 2, 15, and 16. Accordingly, Claims 15 and 16 are not rendered obvious by a hypothetical combination of PayPal, Batson, Weller, and Bhagavatula.

Also within the Office Action, Claim 19 was rejected under 35 U.S.C. § 103(a) as being unpatentable over PayPal, in view of Batson and further in view of United States Patent publication no.: 2004/0059636 to McClung (hereinafter referred to as "McClung").

As explained above, Claims 1-5, 8, 9, and 23 are not rendered obvious by a hypothetical combination of PayPal and Batson because it does not teach or suggest all of the Claim limitations of Claims 1-5, 8, 9, and 23. McClung does not teach the remaining claim limitations of Claims 1-5, 8, 9, and 23, nor does the Examiner suggest that he does. Claim 19 includes these limitations by reference to Claim 1. Accordingly, Claim 19 is not rendered obvious by a hypothetical combination of PayPal, Batson, and McClung.

Also within the Office Action, Claim 50 was rejected under 35 U.S.C. § 103(a) as being unpatentable over PayPal, in view of Batson and further in view of Schutzer.

As explained above, Claims 1-5, 8, 9, and 23 are not rendered obvious by a hypothetical combination of PayPal and Batson because it does not teach or suggest all of the Claim limitations of Claims 1-5, 8, 9, and 23. Claim 50 includes similar limitations. Accordingly, Claim 50 is not rendered obvious by a hypothetical combination of PayPal and Batson. Schutzer does not teach the remaining claim limitations of Claim 50, nor does the Examiner suggest that he does. Accordingly, Claim 50 is not rendered obvious by a hypothetical combination of PayPal, Batson, and Schutzer.

CONCLUSION

In view of the foregoing, the Application is deemed in allowable condition. Accordingly, Applicant respectfully requests reconsideration and prompt allowance of the claims. Should the Examiner have any questions regarding the Application, he is invited to contact Applicant's attorney at 650-474-8400.

Respectfully submitted,



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